



City of St. Peters, Missouri
One St. Peters Centre Boulevard
P. O. Box 9
St. Peters, Missouri 63376

Request for Statement of Qualifications for Engineering Services

Purpose:	The City of St. Peters is seeking qualifications to prepare plans and specifications for the replacement of an existing bridge and related improvements on Jungermann Road, between north of Country Creek Drive and south of Margaret Brown Court.
RFQ No.	RFQ 15-165 - Jungermann Road Bridge Replacements (Federal Project No. BRM-5640(613))
RFQ Consists of:	<ul style="list-style-type: none">• Attachment A - MODOT Bridge Inspection Report• Attachment B - Conceptual Drawings• Attachment C – Excerpt from “City of St. Peters Storm Water Master Plan 2012”, by Black and Veach, dated August of 2012.
Deadline for Submissions:	<u>2:00 p.m. local time, Monday, May 18, 2015</u> (Non-Public Opening) Late or faxed bid proposals will be rejected.
Submit Proposal To:	Purchasing City of St. Peters One St. Peters Centre Blvd. P. O. Box 9 St. Peters, MO 63376
Special Instructions:	<ul style="list-style-type: none">• A DBE goal of eight (8%) percent• Clearly mark outside of sealed envelope - <i>RFQ 15-165 - Jungermann Road Bridge Replacements (BRM 5640(613))</i>, along with the Consultant's name• Submit 5 sets of your proposals• With submittal of your firm's Letter of Interest include:<ul style="list-style-type: none">○ Statement of Qualification (RSMo 8.285 – 8.291)○ Affidavit of Compliance with the Federal Work Authorization Program○ Copy of your E-Verify (15 CSR 60-15.020)
Direct All Inquiries to:	bids@stpetersmo.net with “ <i>RFQ 15-165 - Jungermann Road Bridge BRM 5640(613)</i> ” in the subject line. Last day for questions is noon, local time, Thursday, May 14, 2015

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ADVERTISEMENT FOR PROPOSALS

Sealed Requests for **RFQ 15-165 – Jungermann Road Bridge Replacements Project BRM 5640(613)** will be received by the City of St. Peters, Purchasing Department, City Hall, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 until 2:00 p.m. local time, May 18, 2015 (Non-Public Opening).

RFQ will be available on May 1, 2015 and are on file at the office of Drexel Technologies at <http://planroom.drexeltech.com> and are open for public inspection. Copies of documents may be obtained from Drexel Technologies for the fee listed online.

A DBE goal of eight percent (8%) has been established by this Missouri Department of Transportation for this project.

All questions regarding this project shall be submitted to the City of St. Peters Purchasing Department in writing to Bids@stpetersmo.net under the subject line “**RFQ 15-165 – Jungermann Road Bridge Replacements Project BRM 5640(613)**”, or by mail to City of St. Peters Purchasing Department, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, MO 63376 by noon, local time, Thursday, May 14, 2015.

1.0 GENERAL

The City of St. Peters, hereinafter called "CITY", is seeking qualifications to prepare plans and specifications for the removal and replacement of two existing box culverts, located under Jungermann Road, between north of Country Creek Drive and south of Margaret Brown Court. The project will include related roadway improvements including ADA and bike/pedestrian facilities.

The selected Consultant shall provide all necessary field investigation, design and construction phase services required to comply with the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 Local Public Agency (LPA) Manual.

Pursuant to the Brooks Act for Consultant Selection, the City of St. Peters will evaluate firms based on experience and technical competence, capacity and capability and past record of performance with the City. Firm selection shall be based on the ratings of the criteria listed above.

Once a proposal is selected a contract will be negotiated with the CONSULTANT based on a mutually agreed upon scope of services. This project is eligible to receive federal reimbursement funding through On-System Bridge Replacement and Rehabilitation (BRM) program administered by the East-West Gateway Coordinating Council of Governments and St. Charles County Road Board.

A DBE goal of eight (8%) percent has been established by the Missouri Department of Transportation for this project. DBE firms must be listed in the MRCC DBE Directory located on MoDOT's website at www.modot.gov, in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any project they feel can be managed by their firm.

It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) and an Affidavit of Compliance with the federal work authorization program be submitted with your firm's statement of qualifications.

The consultant shall follow the Missouri Department of Transportation Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual) when performing all tasks outlined in this document.

In addition, all qualified consultants must be registered to do business in Missouri, have a current Annual Financial Prequalification on file with MODOT and have completed the Federal Aide Basic Training Course.

2.0 INSTRUCTIONS FOR SUBMITTING STATEMENT OF QUALIFICATIONS AND PROPOSALS

The CONSULTANT shall prepare a Technical Proposal. Submit five (5) copies of the proposal in a sealed envelope clearly marked with the Consultant's name and "RFQ 15-165 – Jungermann Road Bridge Replacements (BRM 5640(613))". The proposal must be received by the City of St. Peters Purchasing Department by 2:00 p.m. local time, Monday, May 18, 2015. All questions regarding the project and proposal submittal are to be submitted via e-mail to Bids@stpetersmo.net and specify in the subject line "RFQ 15-165 – Jungermann Road Bridge Replacements (BRM 5640(613))", or by mail to City of St. Peters, One St. Peters Centre Boulevard, St. Peters, Missouri 63376 by noon, local time, Thursday, May 14, 2015.

2.1 Proposal

The Proposal shall include a schedule of tasks and projected work plan. It shall also include discussions of any proposed modifications, or revisions to the scope of services. The Technical Proposal shall consist of the following information, presented in the order listed.

1. Transmittal Letter
2. Table of Contents
3. Introduction
4. General Business Information:
 - a. Identity of CONSULTANT and legal status.
 - b. Name, address, and telephone number of contact person.
 - c. Name, address, and telephone number of person legally authorized to enter into a contract on behalf of the CONSULTANT.
 - d. Description of insurance coverage and deductibles (refer to Section 9 for listing of minimum requirements).
5. Project Understanding:
 - a. Provide a statement of the CONSULTANT's understanding of the major challenges and opportunities included in this project, as well as the CONSULTANT's basic ideas for addressing these issues.
6. Qualifications of CONSULTANT / Professional Registration:
 - a. Experience of CONSULTANT and project team specifically on similar projects; include the names of clients, brief project description and the project team's involvement in the project. Describe the expertise the CONSULTANT, the project team, and any sub-consultants will bring to this project. Include any important information, and emphasize strengths and specialties that will assist the CITY in evaluating the CONSULTANT's qualifications. The CONSULTANT must possess registration as a Professional Engineer in the State of Missouri.
 - b. Current Financial Prequalification
 - c. Current Federal Aid Basic Training Course. A list of upcoming courses can be found on [MoDOT's Local Program – Training Webpage](#)
7. Project Approach and Schedule:
 - a. Include a listing and description of the major phases or tasks to be performed during this project.
 - b. Include an organizational chart for this project, indicating key personnel and their primary responsibilities.
 - c. Identify key staff that will be assigned to the major phases or tasks of the project. Identify sub-consultants and their responsibilities.
 - d. Include resumes of the key personnel highlighted on the project organizational chart. Indicate the location of the office(s) where various project services are to be performed. The level of staffing dedicated to the local office shall be clearly identified.

- e. Indicate the location of the office(s) where various project services are to be performed. The level of staffing dedicated to the local office shall be clearly identified.
8. Quality Assurance/Quality and Cost Control

Describe the CONSULTANT'S quality assurance/quality control policies and procedures and describe how they will relate to this project.

Provide comparisons of engineer's cost estimate to actual construction costs for similar projects that have been constructed since 2008. The CONSULTANT may provide justification for any discrepancies that may exist with this information.

3.0 CONSULTANT SELECTION METHOD

The method of final selection of the CONSULTANT for this project will be based upon review of the Technical Proposal conducted by the CITY review committee. Various CITY personnel will be involved in the selection process. The CITY reserves the right to reject any or all proposals for any reason. The selection process used by the CITY will generally consist of the following:

1. Review and evaluation of the Technical Proposals using the following criteria:
 - Experience and Technical Competence, [40 maximum points].
 - Capacity and Capability, [40 maximum points].
 - Past Record of Performance with City, [20 maximum points].
2. From this review, the CITY will rank each Technical Proposal in order to determine the three (3) most qualified CONSULTANTS. The CITY may choose to conduct interviews with these CONSULTANTS. From this group, the CITY will select the firm it considers the best qualified and begin negotiations for the engineering services agreement.
3. The final engineering service agreement will be on a "cost plus fixed fee" basis with a guaranteed maximum limit for all services indicated in the proposal.
4. If an agreement cannot be reached on the scope of services and compensation, negotiations with the top-ranked/selected CONSULTANT will be formally terminated, and negotiations with the second-ranked firm will commence upon approval from the CITY.

4.0 BACKGROUND

On February 27, 2014, the Missouri Department of Transportation submitted a "Bridge Inventory and Inspection System Non-State Structure Inspection Report" for 2 bridge structures (3885005 and 3885007) for Jungermann Road over Spencer Creek and a tributary. The culverts are located between an area north of Country Creek Drive and south of Margaret Brown Court. The reports indicate that the condition of both box culverts, coupled with their hydraulic performance, make them eligible for replacement funding. Said bridge inspection reports along with a conceptual plan of project area are incorporated into this document as "Attachment A".

In addition to the structural deficiencies identified in said MoDOT inspection reports, this portion of Jungermann Road experiences flooding from culvert overtopping and storm sewer surcharging during heavy rain events due to insufficient capacity of the four barrel culvert. Roadway flooding of up to two (2') feet has been measured, with six (6") to twelve (12") inches more typical. The correction of this flooding issue is one of the top ten priority projects identified as part of the "City of St. Peters Storm Water Master Plan 2012", a comprehensive storm water master plan study prepared by Black and Veach, completed in August of 2012.

Based on these inspection findings, the City requested and obtained federal reimbursement funding to replace the structures through the Federal-Aid Highway Act, 23 U.S.C. §144 On-System Bridge program administered by the East-West Gateway Coordinating Council of Governments and Missouri Department of Transportation (MoDOT). Federal design funds for this project have been awarded in FY 2015, with ROW and construction funds in FY 2016.

The Jungermann Road Bridge Replacements project (Federal Project No. BRM-5640(613)) will consist of, but not be limited to, the removal and replacement of structure 3885005 (a double barrel box culvert) and structure 3885007 (a four barrel box culvert), with the new structures providing improved structural sufficiency, sidewalks, multi-use paths, ADA facilities, related roadway improvements and improvements to eliminate frequent and significant road and adjacent property flooding.

The Consultant's design shall provide said improvements while minimizing impacts to adjacent utilities and properties. All plans and specifications shall be compliant with all applicable sections of the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual). The bridge and related components shall be designed in compliance with all applicable *Missouri Standard Specifications for Highway Construction*. Roadway, roadway and bike/pedestrian improvements shall be designed in accordance with the *City of St. Peters Design Criteria and Standard Specifications for Street Construction* and *St. Louis County Standard Specifications for Highway Construction*. All storm sewer improvements shall be designed in accordance with the *Metropolitan St. Louis Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities*.

The Consultant shall perform all tasks necessary to prepare alignment, preliminary, right-of-way and final construction plans and specifications for bidding to be reviewed and approved by the City of St. Peters and MoDOT Local Roads. The Consultant shall also prepare and provide all necessary metes and bounds descriptions and exhibits for all required easements and right-of-way necessary to construct the project. The Consultant shall at all stages of the project design, correspond and coordinate with all area utility companies with assets within the project limits and design proposed improvements to minimize existing utility conflicts and relocations. The consultant shall perform all necessary tasks to properly design the project and obtain all necessary permits. Said task shall include, but not be limited to, surveying, geotechnical investigations, hydraulic studies, environmental and historic preservation services/permits including the preparation of PS&E and final documents. The Consultant shall also provide all required construction phase services necessary for proper construction and documentation of the project.

A DBE goal of eight (8%) percent has been established for this project. DBE firms must be listed in the MRCC Directory Statement.

5.0 CITY OF ST. PETERS RESPONSIBILITIES

The CITY shall provide the following services to assist the CONSULTANT:

1. Provide information as to the requirements of the project.
2. Assist the CONSULTANT by providing information, records, and reports pertinent to the project.
3. Furnish the CONSULTANT, as required for performance of the services, data prepared by others, which the CONSULTANT may use at their discretion subject to their verification.

4. Provide access to and make provisions for the CONSULTANT to enter upon CITY and other public and private properties required to perform the services.
5. Review all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within reasonable time so as not to delay the service of the CONSULTANT.
6. Pay all bid advertisement costs and submit advertisement to local newspapers.
7. Give notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a defect in the project or changed circumstances.
8. Designate a CITY representative as overall Project Manager who shall be responsible to provide communication, direction, assistance, and guidance on the project development, design, bidding, and construction.

6.0 CONSULTANT'S RESPONSIBILITIES

The CONSULTANT shall prepare all plans and specifications in compliance with all applicable sections of the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual). The CONSULTANT's responsibilities associated with this project will include, but not be limited to the following:

1. **Hazardous Waste Inspections:** The engineering responsibilities include an inspection of all applicable components of the project prior to bid advertisement for asbestos and lead paint. The consultant will prepare hazardous waste reports, which will be included in the final bid proposal. See [EPG 136.6.4.10](#) for further information on Hazardous Waste.
2. **Sidewalks and Multi-Use Paths:** The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, Contract plans, Right of Way Plans, preparing and submitting necessary permits, contract documents, assisting with the bidding process for ADA compliance and preparation of PS&E and final documents.
3. **Bridge:** The engineering responsibilities may include but are not limited to the preparation of Preliminary and Contract plans and Right of Way Plans. Design services may include, surveying, preparation of metes and bounds descriptions and exhibits, geotechnical investigations, public involvement, hydraulic studies, environmental and historic preservation services/permits, contract documents, assisting with the bidding process, construction support/construction inspection, utility coordination/permits and traffic controls including the preparation of PS&E and final documents.
4. **Roadway:** The engineering responsibilities may include but are not limited to the preparation of Conceptual plans, Preliminary plans, Contract plans and Right of Way Plans. Design services may include, surveying, preparation of metes and bounds descriptions and exhibits, geotechnical investigations, public involvement, environmental and historic preservation services/permits, contract documents, assisting with the bidding process, construction support/construction inspection, utility coordination/permits and traffic controls including the preparation of PS&E and final documents.
5. **Construction Phase Services:** Construction Phase: work with contractor on behalf of the City, assist with preconstruction conference, perform periodic site inspection, prepare change orders, inspect construction materials, check shop drawings submitted by contractor, conduct construction test and inspection, be present during critical construction operations, work with the City to do full time inspections and reporting and participate in final inspection.

7.0 DESIGN CRITERIA

All plans and specifications shall be compliant with all applicable sections of the Missouri Department of Transportation (MoDOT) Engineering Policy Guide (EPG) and EPG Section 136 (Local Public Agency (LPA) Manual). In addition, the CONSULTANT shall use the following design criteria in the design of the project:

1. The bridge and related components shall be designed in compliance with all applicable *Missouri Standard Specifications for Highway Construction (2011)* and *Missouri Department of Transportation Bridge Design Standards*.
2. The roadway, traffic signal and bike/pedestrian components shall be designed in accordance with the *City of St. Peters Design Criteria and Standard Specifications for Street Construction* and *St. Louis County Standard Specifications for Highway Construction*.
3. All storm sewer improvements shall be designed in accordance with the *Metropolitan St. Louis Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities*.
4. In estimating peak discharges, the methods listed in "Urban Hydrology for Small Watersheds" (technical release No. 55) published by the Soil Conservation Service shall be used.
5. When encroaching or crossing Flood Hazard areas, the "Flood Insurance Study – City of St. Peters, Missouri and St. Charles County, Missouri and its supporting maps shall be consulted. The analysis of the effects that the road improvements will have on the base flood elevations shall be made using the Corps of Engineer's HEC-RAS computer program.
6. The various publications of the U.S. Department of Transportation in their hydraulic Engineering Circular shall be used as appropriate.
7. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation.
8. The design and any City owned utility line relocations shall be in accordance with the City of St. Peters Standards for Water and Sewer Extensions.

8.0 TENTATIVE DESIGN AND CONSTRUCTION SCHEDULE

any variance from this schedule shall be discussed in the CONSULTANT's Project Approach. The professional and technical services provided by the CONSULTANT shall begin upon the full execution of the engineering services agreement by all parties. The CONSULTANT shall insure that their work and progress in the planning and design of the project is carried out efficiently and expeditiously. The following tentative schedule is hereby defined. Any variance from this schedule shall be discussed in the CONSULTANT's Project Approach:

Task No.	Description	Submittal
1	Existing Conditions Survey (includes utilities)	Four (4) weeks after NTP
2	Horizontal/Vertical Alignment Plan	Six (6) weeks after NTP
3	Preliminary Plan	Eight (8) weeks after NTP
4	Right-of-Way Plan (includes metes and bounds descriptions and exhibits)	Twelve (12) weeks after NTP
5	Final Plan and Specifications	Twenty (20) weeks after NTP

The dates listed above shall mean the dates by which the CONSULTANT shall make an appropriate submittal for which approval is rendered by the CITY of the submittal. The CITY shall review said submittals efficiently and expeditiously and the CITY shall be allowed no more than ten (10) working days for such review. In the event that a submittal is made by the CONSULTANT and the CITY review of same requires changes or corrections by the CONSULTANT, the CITY may conditionally approve the submittal, in which event the date approval is rendered shall be construed as the date an appropriate submittal was made for which approval is rendered. In the event that changes or corrections are required, and the CITY does not conditionally approve the submittal, the CONSULTANT shall revise the submittal accordingly, resubmit after revision, the CITY shall review again after resubmittal within ten (10) working days, and approve, conditionally approve, or return with corrections needed, and in such event the date of submittal for which approval is rendered shall be construed to be the date of the resubmittal when so finally approved or conditionally approved.

9.0 INVOICING

The CONSULTANT shall present an invoice to the CITY's Purchasing Department with each required submittal for services rendered and expenses resulting there from. The invoice shall include the following information:

1. Submittal record.
2. Description of services provided to date.
3. Description of services pending.
4. Amount of basic services fee.
5. Amount of optional services fee.
6. Total Amount.

Additional invoicing and payment information can be found in the Sample Agreement

10.0 INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the CITY as an additional insured with the exception of the Workers' Compensation/Employer's Liability Policy and Professional Errors and Omissions Insurance, with a subrogation waiver on all policies except Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the CONSULTANT'S proposal.

10.1 MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain limits no less than:

1. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
2. Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 - a. Premises and Operations-Bodily Injury and Property Damage Liability
 - b. Independent Contractors Coverage
 - c. Products & Completed Operations liability coverage
 - d. Personal Injury/Advertising Injury Liability
 - e. Broad Form Property Damage
 - f. Contractual Liability
 - g. Explosion, collapse and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

3. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
4. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
5. Professional Errors and Omissions Insurance: If CONSULTANT is an architect, engineer, surveyor, or consultant, CONSULTANT agrees to obtain Professional Errors and Omissions Insurance. CONSULTANT shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

10.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

10.3 OTHER INSURANCE PROVISIONS

The CONSULTANT shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

1. CONSULTANT'S Contingent or Protective Liability and Property Damage to protect the CONSULTANT from any and all claims arising from the operations of subconsultant employed by the CONSULTANT.
2. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
3. The CONSULTANT's insurance coverage SHALL BE PRIMARY INSURANCE as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
5. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

10.5 VERIFICATION OF COVERAGE

CONSULTANT shall furnish the CITY with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.6 SUBCONSULTANTS

CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates of each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

APPENDIX A
DRAFT AGREEMENT
FOR
ENGINEERING SERVICES

This Agreement, entered into in the City of St. Peters, County of St. Charles, State of Missouri this _____ day of _____, 2015, is by and between the City of St. Peters, Missouri, a Missouri municipal corporation, hereinafter referred to as CITY, and INSERT NAME, a Missouri corporation, hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS, the CITY is seeking professional and technical services to complete Mid Rivers Mall Drive Corridor Improvements Project (the PROJECT); and

WHEREAS, the ENGINEER has submitted a proposal to provide professional and technical services, and

WHEREAS, the CITY and the ENGINEER have held subsequent meetings after the submittal of the proposal to define the terms and conditions of such professional and technical services, which terms and conditions are specified herein.

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions of such professional and technical services, which terms and conditions are specified herein.

ARTICLE 1 – GENERAL

The ENGINEER shall serve as the CITY'S professional and technical representative in providing professional engineering services for the Mid Rivers Mall Drive Corridor Improvements Project and shall also provide consultation and advice to the CITY during the performance of these services.

ARTICLE 2 – DEFINITIONS

The meaning and intent of the following terms in this Agreement shall be as follows:

2.1 **COST**: Includes direct labor expense, plus a percentage of direct labor expense for total indirect costs, plus other direct costs at actual out-of-pocket expense.

2.2 **DIRECT LABOR EXPENSE**: Includes the direct compensation payable to employees for time specifically chargeable to the PROJECT, with the average hourly labor rate being the annual direct compensation divided by 2,080.

2.3 **FIXED FEE**: A dollar amount to compensate the ENGINEER for contingencies, interest on invested capital, professional expertise, readiness to serve, risk management, other non-reimbursable costs, and profit. The amount varies with the complexity and size of a given project and the scope of the engineering services required. The fee shall be calculated as a percentage of the total initial contractual sum of direct labor expenses, other direct costs and total indirect costs chargeable to the PROJECT.

2.4 **OTHER DIRECT COSTS:** Includes such items as subcontract expenses, computer run time and CADD charges, special equipment rental, special material purchases, reproduction costs, mileage, traveling expenses, and living costs for personnel on assignment away from their home office, and other incidental expenses directly chargeable to the PROJECT, charged at actual cost to the ENGINEER.

2.5 **TOTAL INDIRECT COSTS:** Includes labor overhead and general and administration overhead costs. Overhead expenses shall also include costs of all required insurance, including professional liability coverage for the project. Labor overhead includes allowances for sick leave, vacation and holiday, plus unemployment, excise and other payroll taxes; and statutory and usual contributions for Social Security; Worker's Compensation Insurance, retirement benefits, and medical and other insurance benefits. General and administrative overhead costs shall include costs of preparing proposals for the PROJECT and also consist of costs not directly identifiable with any specific project and include allowable general corporate overhead such as office rent, accounting and insurances. The provisional rate for total indirect costs indicated in the attached proposal is for use during the performance of this contract. The provisional rate may be revised by mutual consent of the parties if such a rate varies significantly from the actual rate experienced during the period of performance under this Agreement.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the Services described in Attachment A, Scope of Services. ENGINEER shall have no liability for defects in the Services attributable to ENGINEER'S reliance upon or use of data, design criteria, drawings, specifications, or other information that the City is required to furnish under this Agreement; provided that such reliance is reasonable and not a breach of any contractual obligation, warranty or standard of care under this Agreement.

ARTICLE 4 – COMPENSATION

CITY shall pay ENGINEER the amounts stated in Attachment B, Compensation, subject to a 5% retention until satisfactory final completion of the Services. Prices quoted are firm for the duration of the Project. CITY shall not be liable for any taxes assessed against the ENGINEER's income.

Requests for progress payments for services rendered will be made by the ENGINEER monthly as the work progresses by the ENGINEER submitting a correctly detailed invoice for work performed prior to the request for payment, along with all other required submittals, all in accordance with the terms of this Agreement.

All invoices, payroll records, supporting documentation, and payment certifications shall be submitted to the Purchasing Department, City Hall, One St. Peters Centre Blvd., P O Box 9, St. Peters, Missouri 63376 who will forward to the Project Manager (the CITY staff official in charge of the Project). For purposes of payment, the ENGINEER's invoices and requests for payment shall be deemed to be duly delivered to the CITY ten days after the CITY's Project Manager certifies to the CITY Purchasing Department that the invoice is for a correct amount, was properly submitted in accordance with the contract documents, and that all required and necessary supporting documents required by the contract or requested by the CITY have been submitted by the ENGINEER to support the invoice.

The CITY's Project Manager shall act on the ENGINEER's payment request by either:

- a. Approving the request for payment as submitted
- b. Approving a lesser amount that the Project Manager determines is due the ENGINEER, informing the ENGINEER in writing of his reasons for approving the amended amount.
- c. Rejecting the request for payment, informing the ENGINEER in writing of his reasons for rejecting it.

If there are errors in the invoice, it is not for a proper amount, additional supporting information is required by the CITY, or there are other defects in the invoice, the CITY's Project Manager shall return the invoice to the ENGINEER with a request to correct the errors. The invoice will not be deemed to be duly delivered until the errors are corrected, additional requested information is supplied, and the City staff official in charge of the Project certifies to the CITY Purchasing Department that the invoice is for a correct amount, was properly submitted in accordance with the contract documents, and that all required and necessary supporting documents required by the contract or requested by the CITY have been submitted by the ENGINEER to support the invoice.

Within thirty (30) calendar days from the date that the ENGINEER's invoice or amended invoice is duly delivered to the CITY, the CITY shall either:

- a. Pay the request for payment as certified by the CITY's Project Manager.
- b. Pay such other amount as the CITY determines is actually due the ENGINEER, informing the ENGINEER and the Project Manager in writing of his reasons for paying the amended amount.
- c. Reject the invoice and inform the ENGINEER and the Project Manager in writing of the reasons for rejecting the invoice.

The City may withhold payment in whole or in part on a request for payment or invoice because of, but not limited to, the following reasons, even if such reasons are discovered subsequent to approval of a request for payment by the CITY's Project Manager or the CITY.

- a. Defective work or material not remedied.
- b. Evidence indicating the probable filing of claims by other parties against the ENGINEER or against the CITY because of the ENGINEER's work.
- c. Failure of the ENGINEER to make payments to subcontractors, consultants, material suppliers, or labor.
- d. Damage to the CITY's or another's property or work.
- e. Liquidated damages.
- f. Unsatisfactory job progress;
- g. Disputed work;
- h. Failure to comply with any material provision of the contract;
- i. Reasonable evidence that a subcontractor, consultant, or material supplier cannot be fully compensated under its contract with the ENGINEER for the unpaid balance of the contract sum;
- j. Citation by the enforcing authority for acts of the ENGINEER or its consultants or subcontractors that do not comply with any material provision of the contract or that result in a violation of any federal, state or local law, regulation or ordinance

- applicable to that Project causing additional costs, delays, or damages to the CITY;
- k. Funds from a State grant are not timely received by the CITY;
- l. Failure to fulfill any condition precedent to payment;
- m. Failure to provide all appropriate, requested, or required documentation and certifications in complete and acceptable form; or
- n. Any other cause or reason permitted by law.

Only properly submitted invoices for valid charges will become due and payable.

The ENGINEER may submit an invoice at substantial completion of the Services requesting that the CITY pay ninety-eight percent of the retainage, less any offsets or deductions authorized in this Agreement or otherwise authorized by law. "Substantial Completion" means that point where all of the Services have been performed and accepted by the CITY except for the delivery of the completed final product. If the CITY determines the work is not substantially completed and accepted, then the CITY shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days of the date that the substantial completion invoice is duly delivered to the CITY. If there are any remaining minor items to be completed at substantial completion, an amount equal to one hundred fifty percent (150%) of the value of each item as determined by the CITY shall be withheld until such items are fully and finally completed.

The ENGINEER may submit a final invoice upon the satisfactory completion of all the Services required by this Agreement. The CITY shall make final payment of all moneys owed to the ENGINEER, including any retainage withheld under this Agreement, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. The final payment due date shall be the date of the earliest of the following events:

- a. Completion of the Project and filing with the CITY of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
- b. The Project is certified by the CITY as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

As part of the documentation and certifications required for final payment, the ENGINEER must also provide to the CITY the following:

- a. Written certification and verification by the ENGINEER and any consultants and subcontractors that the ENGINEER has made all payments to any subconsultants or subcontractors used to complete the Project and there are no outstanding claims by or against them;
- b. Certification from the CITY's Project Manager that the Project is fully and finally complete with no other work remaining to be performed, and no claims arising from or related to the ENGINEER's Services are outstanding;
- c. Certification from the CITY's Project Manager that the final invoice is for the proper amount; and
- d. All funds from state or federal sources for the Project have been received by the CITY.

No additional services or overtime services shall be payable by the CITY unless the CITY has approved them in writing as an Amendment as additional services for an additional fee before those services are provided. Any adjustments to the rates and amounts of ENGINEER's compensation shall be negotiated in good faith. CITY agrees to pay for such additional services or extra work only if the consultant specifies it as extra work to be performed for an extra fee in advance of the work being formed. No request for payment for extra work shall be valid unless it has been accepted in compliance with RSMo. §432.070. The CITY shall not be obligated to pay any sums beyond the stated not-to-exceed price unless the CITY agrees to do so after the execution of this Agreement in compliance with RSMo. §432.070.

ARTICLE 5 - CITY'S RESPONSIBILITIES

CITY shall be responsible for all matters described in Attachment C, City's Responsibilities. CITY shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in its Services without compensation, unless such corrective action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE 6 – INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the CITY as an additional insured with the exception of the Workers' Compensation/Employer's Liability Policy and Professional Errors and Omissions Insurance, with a subrogation waiver on all policies except Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the CONSULTANT'S proposal.

6.1 MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain limits no less than:

1. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
2. Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 - a. Premises and Operations-Bodily Injury and Property Damage Liability
 - b. Independent Contractors Coverage
 - c. Products & Completed Operations liability coverage
 - d. Personal Injury/Advertising Injury Liability
 - e. Broad Form Property Damage
 - f. Contractual Liability
 - g. Explosion, collapse and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

3. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
4. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
5. Professional Errors and Omissions Insurance: If CONSULTANT is an architect, engineer, surveyor, or consultant, CONSULTANT agrees to obtain Professional Errors and Omissions Insurance. CONSULTANT shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

6.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

6.3 OTHER INSURANCE PROVISIONS

The CONSULTANT shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

1. CONSULTANT'S Contingent or Protective Liability and Property Damage to protect the CONSULTANT from any and all claims arising from the operations of subconsultant employed by the CONSULTANT.
2. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
3. The CONSULTANT's insurance coverage SHALL BE PRIMARY INSURANCE as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
5. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

6.5 VERIFICATION OF COVERAGE

CONSULTANT shall furnish the CITY with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.6 SUBCONSULTANTS

CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates of each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

ARTICLE 7 - COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that they have not employed or retained any company or person, other than a bonafide employee working for their company, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bonafide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to rescind this contract without liability.

ARTICLE 8 – INTELLECTUAL PROPERTY -- OWNERSHIP OF DOCUMENTS -- REUSE OF DOCUMENTS

All original documents, studies, drawings, maps and plans prepared by the ENGINEER for the project, and all right, title and interest, including all rights under federal and state copyright and intellectual property laws in the drawings, specifications, reports, plans, analyses, and other documents prepared by the ENGINEER for this Project (collectively, "Instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by ENGINEER and its consultants to CITY and shall be deemed to be the property of the CITY. CITY shall retain legal title to such Instruments of Service, whether or not the Project for which they may be made is completed. No further compensation shall be due to ENGINEER for CITY's use of the Instruments of Service, whether during performance of this Agreement or after is termination or completion. All Instruments of Service, including services in electronic form, shall be furnished to CITY in a format requested by CITY, including electronic format.

Any reuse without prior written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to Engineer.

Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

If ENGINEER will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then ENGINEER must: Obtain all necessary licenses, authorizations, and approvals related to its use; include the CITY in any approval, authorization, or license related to its use; and indemnify and hold harmless the CITY related to ENGINEER's

alleged infringing or otherwise improper or unauthorized use. Accordingly, the ENGINEER must protect, indemnify, and hold harmless the CITY from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the CITY, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the ENGINEER of any of its activities or obligations under this Agreement.

ARTICLE 9 – INDEMNIFICATION

ENGINEER shall indemnify, defend, and save and hold harmless the CITY, its officers, agents and employees from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the CITY, its officers, agents and employees, arising from, relating to, or in connection with any breach of this Agreement, any willful or negligent act, or error or omission of ENGINEER or ENGINEER's employees, consultants, subcontractors, or agents in the performance of this Agreement. This requirement shall be included in all of the ENGINEER's subcontract and consultant agreements. Notwithstanding any other provisions of this Agreement, the CITY reserves the right to seek recovery from the ENGINEER for any claims, suits, actions, damages, and/or cost resulting from damages to life and property of any kind arising out of or resulting from services rendered by the ENGINEER under this Agreement.

ARTICLE 10 – TERMINATION AND SUSPENSION

Termination For Default

The CITY may terminate the Agreement in whole or in part, and from time to time, whenever the CITY, determines that the ENGINEER is:

- a. defaulting in performance or is not complying with any provision of this Agreement;
- b. failing to make satisfactory progress in the prosecution of the Agreement; or
- c. endangering the performance of this Agreement.

The CITY will provide the ENGINEER with a ten calendar day written notice to cure the default. The termination for default is effective on the date specified in the CITY's written notice. However, if the CITY determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the CITY may terminate the Agreement immediately upon issuing oral or written notice to the ENGINEER without any prior notice or opportunity to cure. Upon termination, the ENGINEER is not entitled to any further compensation. In addition to any other remedies provided by law or the Agreement, the ENGINEER must compensate the CITY for any damages suffered, and also any additional costs that are incurred by the CITY to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

Termination For Convenience

This Agreement may be terminated by the CITY, in whole or in part, upon written notice to the ENGINEER, when the CITY determines this to be in its best interest. The termination for convenience is effective on the date specified in the CITY's written notice. In the event of such termination, the CITY shall pay the ENGINEER its compensation and expenses to and through the actual date of termination.

Suspension of Services.

CITY may suspend performance of this Agreement for CITY's convenience upon written notice to Engineer. ENGINEER shall suspend performance of the Services on a schedule acceptable to CITY. ENGINEER shall only be entitled to compensation for Services performed through the date of suspension. If Services are resumed, ENGINEER shall receive compensation only for Services provided after the date that Services are resumed.

ARTICLE 11 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

IF TO ENGINEER:

IF TO CITY:

City of St. Peters
One St. Peters Centre Blvd.
St. Peters, MO 63376
Ph: (636) 477-6600, ext. xxx
Fax: (636) XXXXXX
E-mail: XXXXXX

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

CITY and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 13 – ASSIGNMENT

No portion of the contract shall be sublet, assigned, transferred, or otherwise disposed of, except with the written consent of the other Party. Written consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed so as to relieve ENGINEER or CITY of any responsibility for the fulfillment of this Agreement.

ARTICLE 14 – CHANGES

The CITY may increase or decrease the scope of services of this Agreement. No changes will be made in the scope of services, the time of performance, the fees to be paid or other provisions, which may increase or decrease the total cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this Agreement.

Neither the CITY nor the ENGINEER may authorize any substantive change in this Agreement by oral or other directions in lieu of a written contract Amendment.

The total maximum amount to be paid by the CITY shall not exceed the cost ceilings stated in Attachment B without a written Amendment to this Agreement.

If during the progress of the work, the ENGINEER anticipates that he may exceed the cost ceilings set forth in Attachment B, he shall notify the CITY in writing, setting forth the status of the project and the reasons for the possible overrun. If, in the opinion of the CITY, the potential overrun is justified, the parties will negotiate and execute a written Amendment to this Agreement modifying the scope of services and/or the cost ceiling provisions of Attachment B. If, in the opinion of the CITY, the potential cost overrun is not justified, the ENGINEER must complete the work without exceeding the contract-ceiling price stated in Attachment B.

ARTICLE 15 – THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than CITY and ENGINEER.

ARTICLE 16 – PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CITY, except for pre-existing contamination that is moved, disturbed, or added to by the ENGINEER. "Pre-existing contamination" is any federally reportable quantity of hazardous or toxic substance, material, or condition present at the Project site(s) concerned, which was not brought onto such site(s) by the ENGINEER.

ARTICLE 17 – DELAYS IN PERFORMANCE

Neither CITY nor ENGINEER shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 18 – PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

By execution of this Agreement, the ENGINEER represents and agrees that (a) it is an experienced and registered ENGINEERING firm having the ability and skill necessary to perform all the services required of it under this Agreement in connection with scope and complexity of the Project; (b) it has the capabilities and resources necessary to perform its obligations under this Agreement; (c) the person(s) directly in charge of the professional engineering work are duly licensed and registered under the laws of Missouri; and (d) it is familiar with all current laws, rules, and regulations that are applicable to the design and construction of the Project, and that all drawings, plans, specifications and other documents prepared by the ENGINEER must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations. Notwithstanding anything to the contrary contained in this Agreement, CITY and ENGINEER agree and acknowledge that CITY is entering into this Agreement in reliance on ENGINEER's stated experience and abilities with respect to performing the Services for this Project. The ENGINEER accepts the relationship of trust and confidence established between it and the CITY by this Agreement. ENGINEER covenants with CITY to use its best efforts, skill, judgment and abilities to perform the services under this Agreement. ENGINEER represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services under this Agreement. The ENGINEER represents and agrees that the reports, analyses, plans, drawings, specifications and other documents prepared by it pursuant to this Agreement must be complete and functional for the purposes intended, except as to any deficiencies that are due to causes beyond the control of the ENGINEER. The ENGINEER agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Agreement. The ENGINEER is responsible for the completeness and accuracy of all documents, submitted by or through the ENGINEER and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes. The ENGINEER's liability for errors and omissions under this Agreement will be interpreted consistent with the standard of care applicable to professional ENGINEERS. The ENGINEER shall be responsible for providing services, at no additional cost to the CITY, that are made necessary by major defects or deficiencies in the contractor's work which the ENGINEER should have discovered through the exercise of reasonable care.

ARTICLE 19 – WORK AUTHORIZATION

Pursuant to RSMo. § 285.530, the ENGINEER must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/engineer's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE 20 – REMEDIES NOT WAIVED.

No delay, omission or forbearance to exercise any right, power, or remedy accruing to the CITY shall impair any such right, power or remedy, or shall be construed to be a waiver of any breach or default under this Agreement. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

ARTICLE 21 – SAFETY

The ENGINEER shall be solely responsible for the safety of its employees, agents, consultants, and subcontractors on the Project. The ENGINEER shall adopt all necessary safety plans and make all required postings before commencing its Services. The ENGINEER shall retain all required records.

IN WITNESS WHEREOF, CITY and ENGINEER have executed this Agreement effective as of the date first written above.

City of St. Peters
CITY

ENGINEER

By _____

By _____

Title _____
City Administrator

Title _____


Date _____

Date _____

ATTACHMENT A

MoDOT Bridge Inspection Report

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	Missouri Department of Transportation Bridge Inventory and Inspection System Non-State Structure Inspection Report	February 27, 2014 6:49:14pm
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County : ST. CHARLES	Class : NONSTATCUL	Design No. : 3885007 2	Federal ID : 23079
[5D] Route : 00000 [4] Place Code : 65126 ST. PETERS [6] Features Intersected : BR OF SPENCER CR [7] Facility Carried : JUNGERMANN RD [16] Latitude : 38 46 .47 (DMS) [17] Longitude : 90 35 .89 (DMS)		[41] Structure Status : A-OPEN [9] Location : S 4 T 46 R 4 E [22] Owner : CITY [26] Functional Classification : UPRINAROTH [21] Maintenance Responsibility : CITY	

AGE AND SERVICE - GEOMETRIC DATA - MATERIAL			
[27] Year Built : 1988 [49] Structure Length : 52 FT. [32] Approach Roadway Width : 60 FT. 0 IN.	[106] Year Reconstructed : 1999 [51] Bridge Width : 55 FT. 8.4 IN. [52] Deck Width : 60 FT. 0 IN.		

COMPONENTS	# OF SPANS	MATERIAL	CONSTRUCTION
[43] Main series :	1	REINCONC	BOXMULT
[44] Approach Series :			
[107] Deck Type :		EARTH FILL	NOTAPPLIC
[108A] Wearing Surface :		EARTH FILL	NOTAPPLIC
[108B] Membrane :		EARTH FILL	NOTAPPLIC
[108C] Deck Protection :		EARTH FILL	NOTAPPLIC

AADT INFORMATION		
[29] ADT on Structure : 20,000	[30] Year : 2012	[109] AADT Truck : 10 %

STRUCTURE POSTING		
FIELD POSTING Category : S-1 NO POSTING REQUIRED Ton 1 :	Problem Code : Ton 2 :	Problem Direction Code : Ton 3 :

APPROVED POSTING Category : S-1 NO POSTING REQUIRED Ton 1 :			Ton 2 :	Ton 3 :
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STRUCTURE GENERAL INSPECTION		
Inspector	ID No.	Organizational Affiliation
CHUCK DOLEJSI (NON)	MODOT0618	MODOT
[90] Inspection Type	Inspection Date	[91] Frequency
GENERAL	1/14/2014	24

STRUCTURE OTHER INSPECTION					
Type	Category	Date	Freq	PIN	NBI
UNDERWATER	DRY	1/14/2014	60		N



Missouri Department of Transportation
Bridge Inventory and Inspection System
Non-State Structure Inspection Report

February 27, 2014
6:49:14pm

County : ST. CHARLES

Class : NONSTATCUL

Design No. : 3885007 2

Federal ID : 23079

STRUCTURE RATING

[58] Deck :	N-NOT APPLICABLE	3/1/2002
[59] Superstructure ** :	N-NOT APPLICABLE	3/1/2002
[60] Substructure ** :	N-NOT APPLICABLE	3/1/2002
[61] Channel Protection :	6-WIDESPREAD MINOR DAMAGE	1/17/2014
[62] Culverts ** :	6-SATISFACTORY CONDITION	8/22/2002
[36A] Bridge Railing :	N - NOT REQUIRED	3/1/2002
[36B] Transitions Railing :	N - NOT REQUIRED	3/1/2002
[36C] Approach Railing :	N - NOT REQUIRED	3/1/2002
[36D] Rail End Treatment :	N - NOT REQUIRED	3/1/2002
[71] Waterway Adequacy :	DECK/APPRCH OVERTOP SLIGT	3/1/2002
[72] Approach Roadway Alignment :	8-VERYGOOD	3/1/2002
[113] Scour Assessment ** :	8-STABLE FOR CALCULATED	3/1/2002
Type of Scour Evaluation	OBSERVED	
[67] Structure Evaluation :	4-MEETS MINIMUM TOLERABLE	3/1/2002
Sufficiency Rating :	71.40 %	3/1/2002
Deficiency :	FUNCTIONAL	3/1/2002
[68] Deck Geometry :	3-BASICALLY INTOL CORRECT	3/1/2002
[69] Underclearance :	N-NOT APPLICABLE	3/1/2002

** If RATING lowered to a 3, forward rating info and photos to Bridge Division

COMMENTS

General Comments :	CITY OF ST. PETERS. 4-BARREL CONC. BOX CULV. (NORTH CULVERT)
Deck Rating Comments :	
Superstructure Comments :	
Substructure Comments :	
Channel Protection Comments :	CLEANED OUT IN 2005 MINOR FLOW CONSTRICTION U.S. MINOR DRIFT AND MINOR SILT ACCUM. AT EXT BARRELS
Culvert Comments :	MINOR TOE EXPOSURE U.S./D.S. LARGE CRACK WITH LEACHING AT NORTHWEST WING CORNER. CRACKS WITH LEACHING IN TOP SLAB . V-CRACKS IN WALLS AND RANDOM SPALLS. ORGINAL FLOWLINE HAS MODERATE SCALING. MANY CRACKS IN HEADWALL - DOWNSTREAM WITH HEAVY LEACHING IN SLAB END UNDER HEADWALL. MINOR FLOWLINE SCALE AT WIDENED SECTIONS. MINOR RUST STAINS. SO. BARREL HAS DELAMS (3 FOOT BY WIDTH OF BARREL) W/REBAR EXP. IN TOP SLAB AT CO JOINT AND A FEW LARGER CRACKS IN EXTERIOR WALL.
Bridge Railing Comments :	
Transition Railing Comments :	
Approach Railing Comments :	
Rail End Treatment Comments :	
Water Adequacy Comments :	ROAD HAS OVERTOPPED ALL THE WAY TO COUNTRY CK DRIVE DURING HVY STORMS
Approach Roadway Comments :	
Scour Assessment Comments :	MONITOR SCOUR AT MIDDLE TWO BARRELS AT DOWNSTREAM
Work Comments :	MONITOR, CLEAN SILT OUT AS NEEDED, EXT. BARRELS SPECIFICALLY REMOVE MINOR DRIFT

County = ST. CHARLES and Design_No = 3885007 and Non_State_Structure_Type = NON STATE SYSTEM BRIDGE, NON STATE SYSTEM CULVERT and District = 1

Page 2

This report contains information that is exempt from public release under the Missouri Sunshine Law (Sunshine Act), Section 610.021 RSMo. Please review Missouri policy and procedure manual on the Sunshine Act before releasing any of the information contained herein.

RFQ 15-165 Jungermann Road Bridge Replacements Project BRM 5640(613)

27 of 48

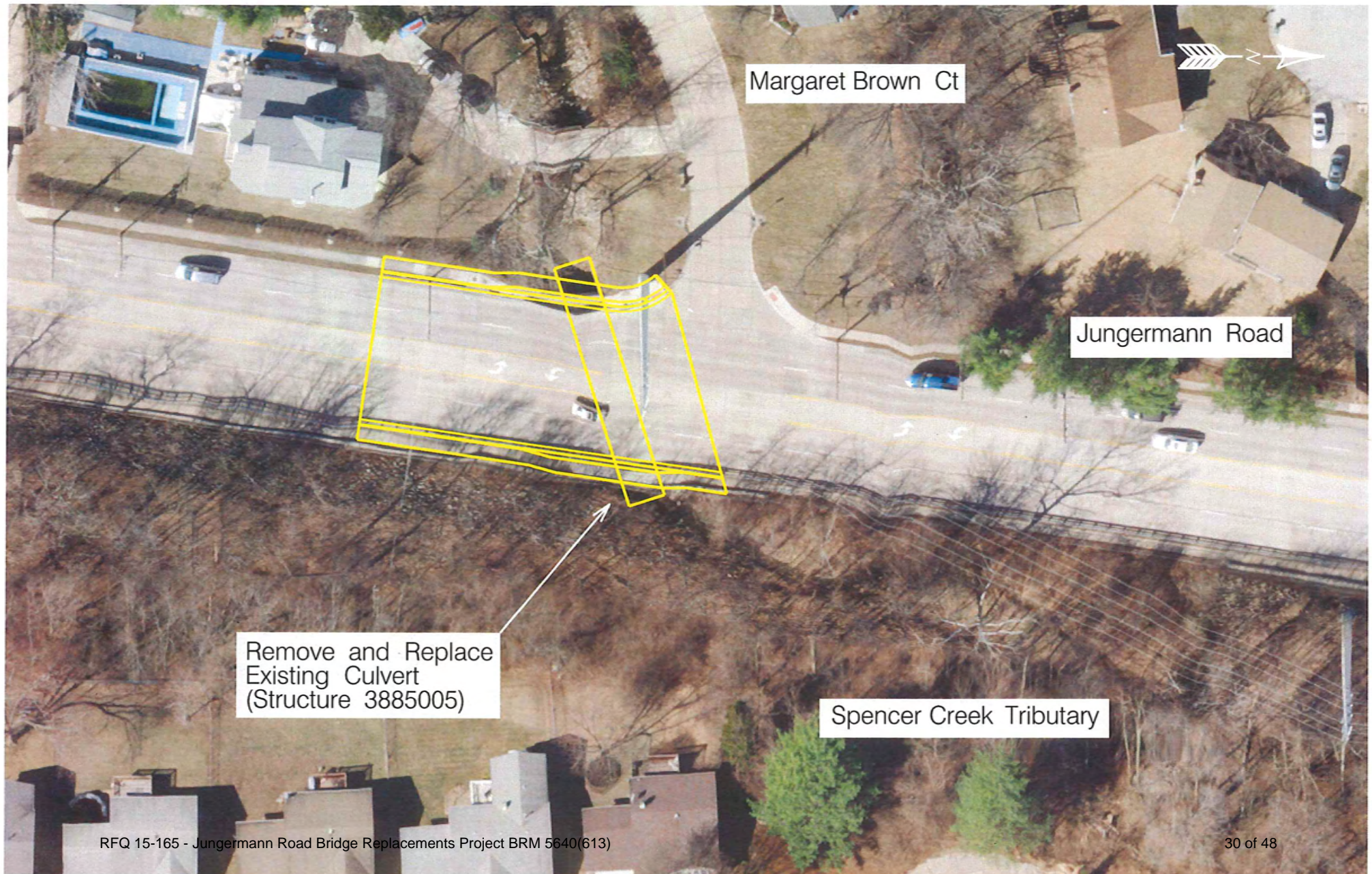
ATTACHMENT B
Conceptual Drawings

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City of St. Peters Jungermann Road Bridge Replacements



City of St. Peters Jungermann Road Bridge Replacements



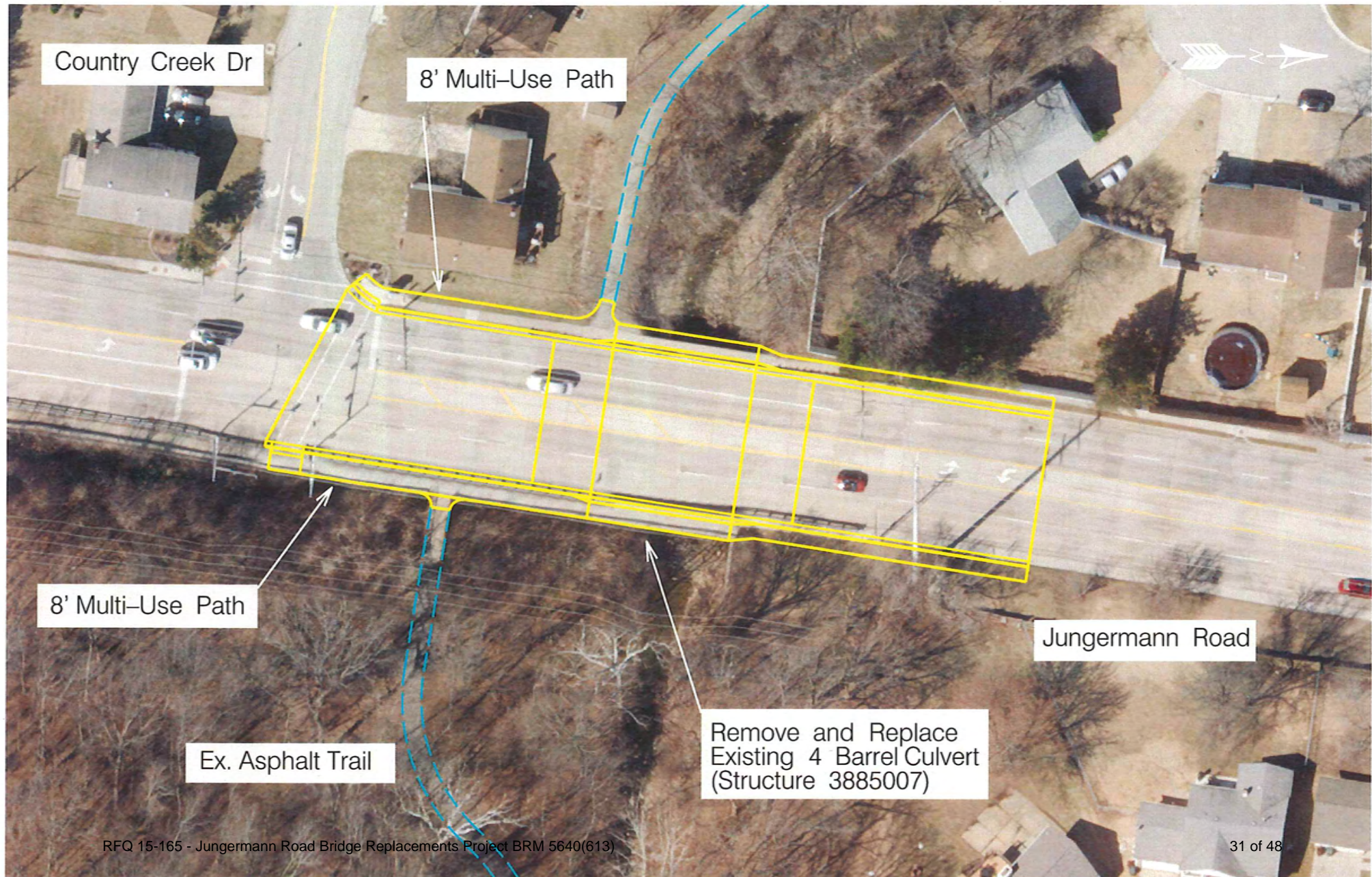
Margaret Brown Ct

Jungermann Road

Remove and Replace
Existing Culvert
(Structure 3885005)

Spencer Creek Tributary

City of St. Peters Jungermann Road Bridge Replacements



ATTACHMENT C

Excerpt from "City of St. Peters Storm Water Master Plan 2012", by Black and Veach, dated August of 2012.

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August 2012

Stormwater Master Plan 2012

CITY OF ST. PETERS, MISSOURI



BLACK AND VEATCH
PATTI BANKS ASSOCIATES

Report Summary

This Stormwater Master Plan will be used for planning of future capital improvements, improving water quality, and continuing compliance with Missouri Department of Natural Resources Municipal Separate Storm Sewer Systems (MDNR MS4) regulations. Preliminary investigations have evaluated the existing conditions of the City's open-channel stormwater infrastructure based on hydrologic and hydraulic modeling, field reconnaissance, water quality modeling, and review of relevant policies at the City, State, and Federal levels.

The City of St. Peters has a population of approximately 57,000 and encompasses about 22 square miles. The City owns, operates and maintains over 165 miles of storm sewer pipe and associated structures, as well as 3 pump stations. The City contains more than 47 miles of waterway, 55 stream/roadway crossings, 43 wet retention basins and 207 dry detention basins. The majority of the City is situated in the Dardenne Creek Watershed, a 29 mile long basin that covers approximately the middle third of St. Charles County and drains to the Mississippi River. The primary subwatershed in St. Peters is Spencer Creek. Other subwatersheds identified by the US Army Corps of Engineers (USACE) include East Dardenne, Sandfort Creek, and un-named Tributaries No. 1 and No. 2. A small portion in the southeast of St. Peters drains to the Missouri River.

Hydrologic and Hydraulic Modeling

The City's current stormwater master plan, completed in 2002, included computer models developed at a level of detail suitable for master planning. The 2002 study identified flooding and erosion problems within the City's watersheds, and provided conceptual improvements to alleviate the defined problems. In 2007, the USACE St. Louis District completed a study of the entire Dardenne Creek watershed. Both the 2002 and 2007 studies were referenced during the analysis of existing conditions.

The HEC-HMS model developed by the USACE St. Louis District was used as the basis for hydrologic modeling of the watersheds within and around St. Peters. The detention basins selected through a screening process were incorporated into the USACE hydrology model to allow the opportunity to gage effectiveness, model detention basin improvements, and evaluate downstream erosion effects. The methodology developed by the USACE St. Louis District was maintained for the hydrologic analysis of this watershed study and modifications to the model were limited to the addition of detention basins.

To evaluate open channel hydraulics, the HEC-RAS model developed by the USACE St. Louis District in 2007 was refined to represent the most current topographic information within the City limits. The USACE 2007 was based on a 3D terrain model created with digital orthophotos. The 2007 study model was based on additional data including limited bridge and culvert drawings, previous hydraulic models, rainfall and streamflow data, land use and soil maps, and other GIS data. Black & Veatch evaluated the existing model to establish continuity of peak flows, determine extents, and identify modeling constraints within the city limits. The review of the 2007 hydraulic model produced several concerns described in this report. For this study, Black & Veatch refined the 2007 HEC-RAS hydraulic model to

represent the most current topographic information within the City limits, based on LIDAR data collected in 2008.

Flooding

Based on the updated hydraulic modeling, the area of inundation was established for the revised existing conditions model during the 100-year event. The results of the 2007 USACE hydraulic model were compared to the results of the updated model. On average, there was less than one foot of change in 100-year water surface elevation between the revised existing conditions model and the original 2007 USACE model. Typically, the water surface elevation decreased. There were, however, significant differences between the areas of inundation and the updated FEMA floodplain maps.

Stream Stability and Habitat

In April and May of 2011, Black & Veatch and PBA staff joined the City to evaluate stream stability and habitat within the City limits. As a team, Black & Veatch and PBA conducted a geomorphology and stream health field survey of the 47 miles of streams in the City of St. Peters. The team applied standards developed by the Kansas City Metropolitan Chapter of American Public Works Association and the United States Department of Agriculture to evaluate stream stability throughout the City.

A majority of the stream network in St. Peters was documented to be incised, as described in the 2002 watershed study. Channel incision is a response to changes in the hydrology of the contributing drainage area as well as to changes in channel bed materials and downstream conditions. The stream network within the City limits has varying levels of stability and incision. The downstream ends of the main tributaries to Spencer Creek, West Spencer and East Spencer, have already experienced changes in structure and are now very incised. In these streams, further incision is likely to occur due to a small low flow channel cutting into the hard clay bed that was documented in the field. Reaches higher up in the watershed have very steep profiles and debris jams of roots or other material were often found to provide temporary vertical grade control.

Water Quality

The P8 model was used to predict pollutant removal efficiencies for each of the selected stormwater detention basins. The model simulated the generation and transport of stormwater runoff pollutants in the watersheds contributing to the detention basins. The simulations were driven by continuous hourly rainfall based on ten years of data recorded at the Lambert International Airport provided by the National Climatic Data Center.

Policies

This study provides a summary existing policies, ordinances, and design criteria. It also identifies regulations and other factors that may influence future policies and identifies preliminary recommendations for updating and adopting policies to meet regulations and achieve the goals for storm water management in St. Peters. The recommendations to the City's stormwater policies are

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suggested in the following areas: 1) Best Management Practices, 2) Low Impact Development, 3) Stream Setbacks, 4) FEMA Community Rating System, 5) Street Sweeping, 6) Sediment and Erosion Control, 7) Homeowner Drainage Issues, and 8) Education and Awareness.

CIP

This study resulted in the development of over 100 projects with a total cost of \$125,000,000. These projects are located throughout the City and are classified as flooding, stream stability, detention, or preservation projects. Some projects are multi-functional and are associated with two or more of these categories. A comprehensive approach to solving stormwater-related concerns will include projects that are rated with a high priority score, projects that have a low cost benefit ratio and projects that preserve the City's existing resources. An ESRI geodatabase accompanies this report and provides a tool for the City to use in managing CIP projects.

Nine Critical Element Plan

The Nine Critical Element plan is provided in Appendix A.

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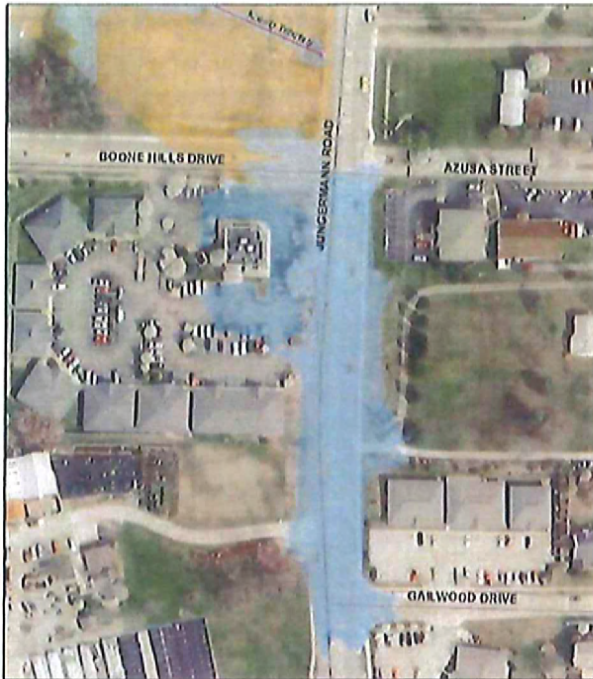


FIGURE 12. JUNGERMANN ROAD OVERTOPPING ALONG EAST SPENCER CREEK

The area of inundation along Dardenne Creek is significantly wider. Within the City limits, development within this floodplain is mostly recreational. The revised model of existing conditions shows overtopping of Mexico Road and the residential area south of Mexico Road is within the area of inundation.



FIGURE 10. JUNGERMANN ROAD OVERTOPPING ALONG SPENCER CREEK



FIGURE 11. BOONE HILLS DRIVE OVERTOPPING ALONG SPENCER CREEK

6.1 Top 10 Priority Projects

The following locations received the highest priority rating. These projects are not the most cost effective but represent significant stormwater concerns in the City.

1. Dardenne Creek at Mexico Road and I-70 (IP-6970-4-3)

This flooding project received a priority score of 1061 points and an estimated project cost of \$4,915,000.

EXISTING DESCRIPTION

The project location is located at the Mexico Road and I-70 crossings of Dardenne Creek. The bridge information provided in the HEC-RAS model showed that these bridges cause constrictions during high flow events in Dardenne Creek, resulting in flooding upstream.

IMPROVEMENT DESCRIPTION

Address flooding by replacing the bridge at Mexico Road and raising the low steel. Channel widening is recommended along 2,000 linear feet, extending through the I-70 bridge crossing. This solution lowers the water surface elevation and removes some houses from the 100-year floodplain.

2. Burning Leaf Drive (IP-7368-2-1)

This flooding project received a priority score of 795 points and an estimated project cost of \$258,000.

EXISTING DESCRIPTION

The crossing of Burning Leaf Drive in the Tanglewood subdivision is currently overtopping in the hydraulic model. Six structures are impacted by the 100-year inundation area.

IMPROVEMENT DESCRIPTION

The low area at Burning Leaf Drive should be raised along approximately 300 linear feet and a new triple array of 10x10 culverts should replace the existing bridge crossing. Additionally, 150 linear feet of channel improvements will be necessary as part of the culvert installation. One other option evaluated was new regional detention upstream; however, there was not sufficient land available to add the capacity needed to reduce peak 100-year discharge.

3. Jungermann Road at Spencer Creek (IP-7368-1-3)

This flooding project received a priority score of 730 points and an estimated project cost of \$2,347,000.

EXISTING DESCRIPTION

The Jungermann Road Bridge project is located along the main channel of Spencer Creek. This has been an area of concern during each of the significant 2011 storm events. The existing hydraulic model did not accurately reflect flooding at this location because the USACE hydrologic analysis for the area was not representative of contributing drainage area. Flooding is the result of insufficient conveyance area and downstream conditions. The hydrology of this area should be studied further.

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4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Affiant saith not.

[SIGNATURE]

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.